church, and does not constitute actionable defamation of character. Farnsworth *v.* Storrs, 5 Cush. 412, 415; Fitzgerald *v.* Robinson, 112 Mass. 371; Morasse *v.* Brochu, 151 Mass. 567, 24 N. E. 74, 8 L. R. A. 524, 21 Am. St. Rep. 474. See also, R. L. c. 36, secs. 2, 3. The action for exclusion must also fail. It appears that upon being informed by the constable employed for the purpose that she could not enter, the plaintiff made no attempt to pass, but acquiesced and obeyed the order. The elements of an assault are absent. No intimidation was used, or unjustifiable coercion exercised. By canon 16, to which the plaintiff subjected herself, control of the worship and spiritual jurisdiction of the mission, including the use of the building for religious services, was in Papineau as the minister in charge, 'subject to the authority of the Bishop.'"

Wills—Signature—Inadvertent Use of Wrong Name.—In Smith *v.* Buffum, in the Supreme Judicial Court of Massachusetts (March, 1917, 115 N. E., 669), it was laid down that while the word "subscribe" ordinarily means the signing of subscriber's name, yet, when applied to the witnessing of wills it means the attachment to the instrument of any writing for the purpose of identifying the paper as the one signed by testator and attested by witness. It was held that where one witness in subscribing a will wrote his Christian name, but completed the writing by inadvertently setting down the middle initial and the surname of another witness whose signature preceded his, there was a sufficient subscription under Rev. Laws of Massachusetts, chapter 135, section 1. The opinion by Chief Justice Rugg concludes with this language:

"In the case at bar there is no doubt about the facts. The witness Davenport actually wrote with his own hand. He wrote his Christian name. Apparently then his mind wandered momentarily, and without thought and automatically he finished by writing the middle initial and surname of the witness who, an instant before, had signed his name in Mr. Davenport's presence. There is no doubt that the instrument is identified by the handwritng of the witness Davenport. That handwriting was put upon the paper with the very intent of subscribing it as a witness. If he had declared at that time that he was intentionally and intelligently writing 'William H. Gould' as and for his mark, or as his fictitious name, his conduct would have brought him within the letter of adjudged cases. The circumstance that his mind was a blank as to the name written, and that his hand and eye, without intelligent direction, copied that which was near, does not rob the act of writing beneath the other names of the being an effectuation of his dominant design. The pregnant purpose of witnessing the will permeated every part of his conduct in standing by, attesting the

signature of the testator, observing the subscription by each of the other two witnesses, and using the pen himself in writing upon the instrument. His mind was lost to the instant matter for the very few seconds of time required in writing the middle initial and last name. But even then the movement of hand and pen were not suspended, but continued the writing under the ruling determination to subscribe the will. Although the particular effect produced by this act was not the one intended, yet a name was subscribed. Mr. Davenport put his pen to paper for the purpose of indicating by an identifying mark that he had witnessed the signature of the testator. The image as drawn fell short of the mental concept, and in that regard was incomplete. It nevertheless, by reason of the handwriting, connected Mr. Davenport with the subscription, and the fact that a middle initial and a name other than the one intended to be written were unconsciously added to the word 'William' intentionally set down would not and could not blot out the subscription so far as it went. Had the design been to make a single horizontal line, had the witness drawn that much and then in removing the pen unconsciously destroyed the integrity of the line, it could not reasonably be held that the witness had not subscribed. The case differs from instances where the witness failed to accomplish any part of the designed plan. The case is different from Goods of Maddock (L. R., 3 P. & D., 169), where a person wrote only his Christian name and by reason of physical weakness was unable to complete his signature and another witness was sent for.

"Under all the circumstances there was a sufficient subscription of the will. To hold otherwise would put into the statute a nicety of preciseness that is not there.

"We are aware of only two decisions in this country closely in point. In re Estate of Walker (110 Cal., 387, 42 Pac., 815, 30 L. R. A., 460, 52 Am. St. Rep., 102), appears to be in conflict with the conclusion here reached. But the governing statute in that case required the witness to 'subscribe his name,' and in the majority opinion emphasis is placed upon the words 'his name' as requiring a subscription of the exact words used to distinguish the person subscribing. But there were three dissenting opinions to that result. A well reasoned surrogate's decision in New York is in accord with our conclusion (In re Jacobs' Will, 73 Misc. Rep., 162, 132 N. Y. Supp., 481)."